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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
8

9 Mark Patterson,

10 Plaintiff,

11 v.

12 Equifax Information Services LLC, *et al.*,

13 Defendants.  
14

No. CV-22-00624-PHX-JJT

**ORDER**

15 At issue is Plaintiff Mark Patterson's Motion to Enforce the Settlement with  
16 Defendant Credit Solutions Corporation (Doc. 25), to which Defendant filed a Response  
17 (Doc. 35) and Plaintiff filed a Reply (Doc. 37).

18 On August 22, 2022, the Court entered an Order (Doc. 17) summarizing this  
19 litigation, as follows:

20 The Complaint in this matter was filed on April 15, 2022 (Doc. 1).  
21 The Court entered an April 15, 2022 Order (Doc. 6) warning Plaintiff to serve  
22 Defendants within 90 days of filing the Complaint or they will be terminated.  
23 On July 19, 2022, the Clerk, pursuant to the Court's Order, issued a Minute  
24 Order (Doc. 9) that dismissed Defendant Credit Solutions Corporation  
25 because Plaintiff had not filed the required Certificate of Service. Plaintiff  
26 subsequently filed a Motion to Vacate the Minute Order showing he had  
27 served Defendant Credit Solutions Corporation prior to the deadline<sup>1</sup> but  
28 failed to file proof of service, and asking that Defendant Credit Solutions  
Corporation be reinstated. (Doc. 9.) The Court reinstated Defendant Credit  
Solutions Corporation and ordered it to file an Answer by August 8, 2022.  
(Doc. 10.)

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<sup>1</sup> The Certificate of Process attached to the Motion indicated Defendant Credit Solutions Corporation was personally served on June 10, 2022. (Doc. 9-1.)

1 On August 10, 2022, noting that no Answer had been filed as ordered,  
2 the Court issued an Order that Plaintiff shall either apply for default or file a  
3 status report within seven days concerning the status of Defendant Credit  
4 Solutions or the Court would dismiss that Defendant. Instead of filing a status  
5 report or default application, as required, Plaintiff needlessly filed another  
6 proof of service on August 15, 2022. (Doc. 15; *see also* Doc. 9-1.)

7 On August 16, 2022, Plaintiff filed a Notice of Settlement as to Credit  
8 Solutions Corporation and requested 60 days to file a Stipulation of  
9 Dismissal (Doc. 16).

10 The parties have repeatedly ignored the Court's Orders in this matter.  
11 Plaintiff failed to timely file proof of service (Order at Doc. 6) and a status  
12 report or default application (Order at Doc. 14). Defendant Credit Solutions  
13 failed to timely answer. (Order at Doc. 10.)

14 The Court dismissed Plaintiff's claims against Defendant with prejudice, each party to bear  
15 its own costs and attorneys' fees, basing its dismissal on "the parties' failure to follow  
16 Court Orders" and the fact that "the parties have settled and anticipate filing a dismissal."  
17 (Doc. 17.)

18 The purported settlement agreement between Plaintiff and Defendant has apparently  
19 now fallen apart, and Plaintiff seeks the Court's intervention in enforcing the terms of the  
20 settlement agreement. In *Kokkonen v. Guardian Life Insurance Company of America*, the  
21 Supreme Court made clear that

22 [f]ederal courts have no inherent power to enforce settlement agreements  
23 entered into by parties litigating before them. Rather, courts have ancillary  
24 jurisdiction to enforce a settlement agreement only "if the parties' obligation  
25 to comply with the terms of the settlement agreement ha[s] been made part  
26 of the order of dismissal—either by separate provision (such as a provision  
27 'retaining jurisdiction' over the settlement agreement) or by incorporating  
28 the terms of the settlement agreement in the order."

29 *K.C. ex rel. Erica C. v. Torlakson*, 762 F.3d 963, 967 (9th Cir. 2014) (quoting *Kokkonen*,  
30 511 U.S. 375, 379 (1994)). "Absent such action, however, enforcement of the settlement  
31 agreement is for state courts, unless there is some independent basis for federal  
32 jurisdiction." *Kokkonen*, 511 U.S. at 382.

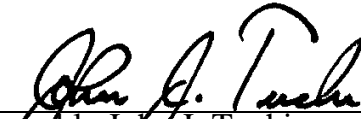
33 Here, the Court entered an Order dismissing Plaintiff's claims with prejudice, and the  
34 parties neither asked nor did the Court provide for retaining jurisdiction over a settlement

1 agreement between Plaintiff and Defendant. Indeed, the Order dismissing Plaintiff's claims  
2 was predicated as much on the parties' failure to comply with Court Orders in this case as it  
3 was on the parties' notice that they had settled their dispute. (Doc. 17.)

4 Because the Court did not retain jurisdiction over enforcement of the purported  
5 settlement agreement between the parties and there is no independent basis for federal  
6 jurisdiction over such an action, the Court will deny Plaintiff's Motion to Enforce.

7 **IT IS THEREFORE ORDERED** denying Plaintiff's Motion to Enforce the  
8 Settlement with Defendant Credit Solutions Corporation (Doc. 25). Because there are no  
9 remaining claims in this matter, the Clerk of Court is directed to close this case.

10 Dated this 24th day of July, 2023.

11   
12 Honorable John J. Tuchi  
13 United States District Judge  
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